

AMENDMENT NO. 3 TO AGREEMENT

This AMENDMENT NO. 3 is made as of this 23rd day of November, 1990 between AMCELL OF ATLANTIC CITY, INC. ("Amcell"), having an office at 1414 South Penn Square, Philadelphia, Pennsylvania 19102-2408, ELLIS THOMPSON, an individual, and ELLIS THOMPSON CORPORATION (together, "Licensee"), each having an address at 5406 North Missouri Avenue, Portland, Oregon 97217. All capitalized terms used herein and not otherwise defined shall have the respective meanings given to them in the December Agreement (as such term is defined below).

W I T N E S S E T H :

WHEREAS, the parties hereto entered into an Agreement (the "December Agreement") dated December 30, 1987 pursuant to which Amcell agreed to construct, maintain and provide telephone switching services for the System; and

WHEREAS, the parties hereto entered into an Amendment No. 1 to the Agreement ("Amendment 1") dated September 8, 1988 pursuant to which, inter alia, Amcell agreed to manage the System; and

WHEREAS, the parties hereto entered into an Amendment No. 2 ("Amendment 2") dated June 16, 1989 pursuant to which the terms of the compensation to be paid to Amcell to manage the System were modified (the December Agreement, Amendment 1 and Amendment 2 collectively, the "Agreement").

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Section 4A.4 of the Agreement is hereby amended in its entirety to read as follows:

"4A.4 The parties acknowledge that as of the date hereof, the management of the System will be conducted by Amcell through the services of its personnel and the personnel of its corporate parent, American Cellular Network Corp. ("Parent"), located at their offices at 1414 South Penn Square, Philadelphia, Pennsylvania, and that such personnel also provide services to Parent and other affiliates and subsidiaries of Parent, including Wilmington Cellular Telephone Company ("WCTC"). The parties agree that, as of the date of this Amendment No. 3, the day-to-day activities of the System will be administered by WCTC. Amcell shall be entitled to reimbursement for the reasonable out-of-pocket expenses of Amcell and Parent incurred in the management of the System, and for an allocated share of expenses and overhead costs of WCTC including without limitation telephone, travel, copying charges, salaries and benefits of employees, rent and leasehold and utilities expenses, based upon the methods of allocation indicated in the attachment hereto entitled "Allocation of Costs". Licensee shall pay such reimbursement at the end of each month upon receipt of expense statements or vouchers for such expenses."

2. Except as set forth herein, the terms and conditions of the Agreement remain in full force and effect without modification.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment No. 3 to Agreement on the date first written above.

AMCELL OF ATLANTIC CITY, INC.

By: 

Joseph Grenuk


Ellis Thompson

ELLIS THOMPSON CORPORATION

By: 

Ellis Thompson

ALLOCATION OF COSTS

Percentage of Costs Allocable on Basis Of:

	<u>Pop</u>	<u>Subs</u>
<u>General & Administrative</u>		
Salaries & Benefits	50%	50%
Admin Office Telephone	50%	50%
Admin Office Supplies & Expenses	50%	50%
Audit Fees	Direct	
Insurance	Direct	
Admin Office Rent	50%	50%
Legal	Direct	
Billing Expense	Direct	
Bad Debt	Direct	
Credit & Collection	Direct	
PRV	Direct	
<u>Sales & Marketing</u>	Direct	
<u>Operations</u>		
Salaries & Benefits	System Usage	
Cell Site Rent, Elec, Phone	Direct	
Equip Maintenance	Direct	
Interconnect	System Usage	
Switch Related Expenses	Not Allocable- Included in switching fee	
<u>Customer Service</u>	0%	100%

Hypothetical Example - Office Rent:

	<u>Wilm</u>	<u>AC</u>	<u>Total</u>
1991 Population	\$577,900	\$325,420	\$903,320
1/1/91 Retail Subs	9,774	2,791	12,564
1991 Population Percent/Total	64%	36%	100%
1991 Retail Subs Percent/Total	78%	22%	100%
50/50 Pops/Subs Average	71%	29%	100%
Office Rent is - \$80,000:			
Allocation is ----->	<u>\$ 56,800</u>	<u>\$ 23,200</u>	<u>\$ 80,000</u>

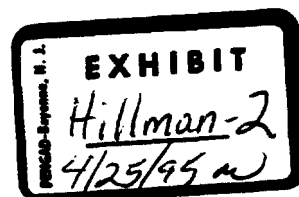
CELLULAR ONE® LICENSE AGREEMENT

between

Cellular One Group

and

Ellis Thompson Corporation



AM 144461

CELLULAR ONE LICENSE AGREEMENT

TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>TITLE</u>	<u>PAGE NO.</u>
I.	GRANT	2
II.	TERM AND RENEWAL	3
III.	DUTIES OF LICENSOR	4
IV.	DUTIES OF LICENSEE	6
V.	FEES AND REPORTING	8
VI.	MARKS	9
VII.	CONFIDENTIAL INFORMATION	12
VIII.	ADVERTISING	14
IX.	INSURANCE	17
X.	TRANSFER OF INTEREST	18
XI.	DEFAULT AND TERMINATION	20
XII.	OBLIGATIONS UPON TERMINATION OR EXPIRATION	24
XIII.	INDEPENDENT STATUS AND INDEMNIFICATION	25
XIV.	APPROVALS AND WAIVERS	26
XV.	NOTICES	27
XVI.	ENTIRE AGREEMENT	27
XVII.	SEVERABILITY AND CONSTRUCTION	28
XVIII.	APPLICABLE LAW	28
XIX.	ACKNOWLEDGMENTS	29

CELLULAR ONE® LICENSE AGREEMENT

THIS AGREEMENT is entered by and between Cellular One Group, a Delaware general partnership ("Licensor"), and Ellis Thompson Corporation, a corporation/~~partnership~~ organized under the laws of Oregon ("Licensee").

PREAMBLE

Licensor is a general partnership (the "Partnership") of Cellular One Marketing, Inc. ("COMI"), a subsidiary of Southwestern Bell Mobile Systems, Inc. ("SBMS"), and Cellular One Development, Inc., a subsidiary of McCaw Cellular Communications, Inc. ("McCaw"). Additional partners may be admitted to the Partnership from time to time. (The Partnership partners as they may exist from time to time are referred to as the "Partnership Partners").

SBMS previously owned and licensed the service mark "Cellular One" and certain related trademarks, service marks and designs, which marks SBMS assigned to the Partnership following formation of the Partnership. Licensee already may be using one or more versions of the Cellular One mark pursuant to a previous license agreement with SBMS, which agreement was assigned to Licensor as of December 31, 1990.

Licensor intends to use and license these marks, the earlier/other versions thereof, the marks designated on Exhibit A hereto and such other marks as it may hereafter designate in writing (collectively referred to as the "Marks") for use in connection with the business of providing public cellular radio telecommunications service ("Cellular Telephone Service") and equipment ("Cellular Telephone Equipment"). Licensor's goal is to build nationwide recognition of the Marks as synonymous with dependable, high quality Cellular Telephone Service through the licensing of independent Cellular Telephone Service providers on the Block A or non-wireline frequencies ("Providers") who meet the qualifications established by Licensor. Licensees will operate in the various markets ("market(s)") recognized and defined by the Federal Communications Commission ("FCC").

Toward this end, Licensor desires to grant licenses to use the Marks to Providers who agree to conduct their businesses in full accordance with FCC directives, interconnection guidelines, protocols, and other technical industry standards issued from time to time by the Telecommunications Industries Association, the Electronics Industries Association and comparable industry groups, as well as other standards of service, quality and customer

satisfaction specified from time to time by Licensor (collectively referred to as "Service Standards").

Licensee currently provides or, prior to the acceptance of this License Agreement by Licensor, will provide Cellular Telephone Service as a Provider pursuant to an FCC license for the market(s) described in Exhibit B (the "Licensed Territory").

Licensee desires to receive a license from Licensor to use the Marks to identify and promote its Cellular Telephone Service in the Licensed Territory and is willing to provide such service in accordance with the Service Standards, pursuant to the provisions of this License Agreement.

The parties therefore agree as follows:

I. GRANT

Licensor grants to Licensee, upon the terms and conditions of this License Agreement, the right, license and privilege to use the Marks only in the Licensed Territory and only to identify and promote its Cellular Telephone Service, which shall include ancillary support services such as voice mail on the telephone switch, extended service and warranty provisions for cellular telephones and the like. This License Agreement does not give Licensee any right to use the Marks in connection with Cellular Telephone Equipment or any rights to use the trademark (as opposed to the service mark) Cellular One. As long as this License Agreement is in effect, Licensee agrees to use the Marks in connection with the provision of Cellular Telephone Service in the Licensed Territory. If this License Agreement grants a license to Licensee with respect to multiple markets, then in the event that Licensee's rights under this License Agreement are terminated with respect to one or more of such markets in accordance with the provisions of this License Agreement, this License Agreement and specifically the term "Licensed Territory" shall thereafter be deemed to apply only to the remaining market(s) as to which Licensee's rights under this License Agreement continue. During the term of this License Agreement or any renewal term, Licensor agrees that it will not license any other Provider or other mobile communications service to use the Marks in the Licensed Territory, provided Licensee is actively using the Marks to identify itself as a Cellular One Provider in the Licensed Territory. Subject to the foregoing grant to Licensee of the right to use the Cellular One service mark for Cellular Telephone Service in the Licensed Territory, Licensee acknowledges that Licensor has the right to use and license the Marks in other territories anywhere in the world and to use and license the Marks and Cellular One trademark

or any other trademarks or service marks within or outside of the Licensed Territory.

II. TERM AND RENEWAL

A. Except as otherwise provided in this License Agreement, the term of this License Agreement is five (5) years, beginning on the date on which Licensors signs this License Agreement (the "Effective Date").

B. Licensee may, at its option, renew the license granted by this License Agreement for three (3) additional terms of five (5) years each provided that:

1. Licensee gives Licensors written notice of its election to renew not less than six (6) months nor more than twelve (12) months before the end of the expiring term;

2. Licensee continues to hold its FCC license(s) to provide Cellular Telephone Service in the market(s) with respect to which a renewal is being requested;

3. No later than ninety (90) days before the end of the expiring term, Licensee executes Licensors's then-current form of license renewal agreement, which agreement will supersede this License Agreement in all respects, provided that such license renewal agreement shall not contain any terms, provisions or conditions which differ materially from the terms, provisions or conditions of this License Agreement, except terms, provisions and conditions (i) which in the good faith judgment of Licensors are not materially adverse to Licensee, (ii) which are appropriate, in the good faith judgment of Licensors, to accommodate any material economic or market changes occurring during the prior five (5) year term, (iii) which Licensors determines in good faith are necessary to protect the Marks, or (iv) which relate to charges and fees (including increases) which Licensors believes in good faith are necessary to provide adequate support for the Cellular One license program generally;

4. The most recent customer satisfaction survey with respect to Licensee's Cellular Telephone Service (as described in Section III.C. of this License Agreement) conducted before the end of the expiring term indicates a rating of at least 65%, and, if such survey produces a rating below 85% (or such increased level as may be required pursuant to the provisions of Section IV.A. below), then Licensee shall have agreed in writing to use its best efforts to improve its customer satisfaction rating to at least 85% (or such increased level as may be required pursuant to the provisions of Section IV.A. below) by a certain

time as reasonably established by Licensor (if the time prescribed by Licensor for such improvement extends beyond the expiring term of this License Agreement, such timely improvement will become a condition of effective renewal); and

5. At the end of the expiring term, Licensee has satisfied all monetary obligations owed by Licensee to Licensor, and has timely met such obligations throughout the term of this License Agreement, and shall not be in default under this License Agreement.

III. DUTIES OF LICENSOR

All duties of Licensor under this License Agreement are to Licensee, and no other party is entitled to rely on, enforce or obtain relief for breach of any such obligation, either directly or by subrogation. Licensor shall undertake the following duties:

A. Marks Usage Guidelines

Licensor will provide Licensee with written and graphic guidelines for the correct reproduction, application and presentation of the Marks, which may include Mark specimens, samples of advertisements and clip art indicating color, proportion, and format.

B. Technical Guidelines

Licensor will provide Licensee with a Guide to Quality Operations containing suggestions for providing customers with high quality Cellular Telephone Service, and other materials as Licensor deems appropriate.

C. Customer Satisfaction Surveys

Licensor will, at its own expense, commission an independent survey company ("Survey Company") to conduct a customer satisfaction survey of Licensee's customers on a yearly basis for purposes of assessing the quality of Licensee's Cellular Telephone Service. The methodology of the survey will be determined by the Survey Company and Licensor. An outline of current survey methodology, which may change from time to time, is attached as Exhibit C. The results of all surveys of Licensee's customers will be shared with Licensee to assist Licensee in improving its business. The first of these surveys, which will be conducted in Licensee's first year of operation as a licensee hereunder, is for advisory purposes only; the results of subsequent surveys will be used to evaluate the general level of customer satisfaction and to assist Licensor in determining

whether or not Licensee is meeting the Service Standards. Licensors will instruct the Survey Company to obtain all required survey information directly from the Licensee and not through or in conjunction with Licensors. The Survey Company will be required to execute an appropriate confidentiality agreement for the benefit of Licensee and the other Cellular One licensees which shall provide that the Survey Company will not disclose any Confidential Information of Licensee to Licensors, the Partnership Partners or affiliates, or their employees or to any other party (except that the results of the survey for each market and other survey information which is applicable generally to all licensees may be disclosed to Licensors).

D. Licensee Advisory Council

On or before June 30, 1992, Licensors will establish, and will thereafter maintain, during the term of this License Agreement, an elected council of licensees ("Advisory Council") comprised of non-partner licensees from a broad cross-section of markets, MSA's and RSA's, throughout the United States to advise and consult with Licensors regarding material Cellular One license matters such as advertising, marketing and customer service standards and to act as a liaison organization between the Licensors and the Cellular One licensees. The procedure for selecting Advisory Council members and the charter of responsibility for the Advisory Council will be established by Licensors in time to meet the June 30, 1992 anticipated effective date and will be communicated in writing by Licensors to Licensee as soon as practicable. Such procedures and responsibilities will be subject to change, from time to time, as may be appropriate in the judgment of Licensors to provide the most effective organization for performing the contemplated functions of the Advisory Council. The charter of responsibility shall provide that all members of the Advisory Council will be informed of applicable antitrust laws and shall abide by any decisions of Licensors' antitrust counsel in such regard.

E. National and Regional Advertising

Licensors will establish and maintain, whenever Licensors shall determine that to do so would be in the best interests of its licensees generally, the Cellular One Promotional Fund, as described in Section VIII.C. of this License Agreement. Licensors plans to administer such Fund with the goal of enhancing the image of the Marks.

F. National/Regional Account Programs

Licensors may, in its discretion, offer a national and/or one or more regional account programs under which, through the

voluntary cooperation of its licensees in various markets, client companies with multiple market operations could enter into a single contract arrangement for Cellular Telephone Service for their employees located in such markets. Licensor or its designee shall administer any such national or regional accounts program(s).

IV. DUTIES OF LICENSEE

Licensee understands and acknowledges that the high quality operation of its Cellular Telephone Service business under the Marks is important to Licensee, Licensor and other licensees of the Marks in order to maintain high operating standards and to protect the reputation of, and goodwill associated with, the Marks. Toward that end, Licensee acknowledges and accepts the following duties:

A. Quality of Service

Licensee agrees to provide high quality Cellular Telephone Service to its customers by complying with the Service Standards. Furthermore, Licensee shall attain and maintain an overall customer satisfaction rating of at least 85%, or such increased level as may be required pursuant to the provisions of this Section IV.A. Licensor reserves the right to increase the minimum acceptable customer satisfaction rating to a percentage greater than 85% if Licensor, in its reasonable discretion, determines that such higher percentage is appropriate given the technical state of the Cellular Telephone Service industry at such time; provided, however, that the Advisory Council must approve any such increase in the minimum acceptable customer satisfaction rating, and such increase shall not be effective until the beginning of the next calendar year following the Advisory Council's approval. In the event that a customer satisfaction survey conducted by Licensor pursuant to Section III.C. of this License Agreement results in an overall customer satisfaction rating below 85% (or below any higher percentage established by Licensor as described above) in any market in the Licensed Territory, then Licensee will be assigned probation status under Section XI.E. of this License Agreement and surveys will be commissioned every six (6) months in that market until Licensee has achieved an overall customer satisfaction rating of at least 85% (or any higher percentage established by Licensor as described above) and the probation status is removed, or until this License Agreement is terminated, as herein provided, whichever shall first occur. Licensee agrees to pay the reasonable direct costs of conducting such additional customer satisfaction survey(s).

B. Legal Compliance

Licensee agrees to comply, at its own expense, with all applicable laws, ordinances and regulations of federal, state, county or municipal authorities. Licensee will also obtain and maintain, at its own expense, all governmental licenses, permits and approvals, including without limitation, an FCC construction permit and an FCC license to provide Cellular Telephone Service in each market in the Licensed Territory. In the event that Licensee's FCC construction permit or FCC license to provide Cellular Telephone Service in one or more of the market(s) in the Licensed Territory is scheduled to expire during the term of this License Agreement, including any renewal term, Licensee agrees to comply with all requirements for extension of said license(s) and permit(s) and to use its best efforts to obtain the extension(s) for the maximum possible period(s). Licensee shall furnish to Licensors, promptly following Licensee's receipt thereof, a copy of any FCC notice regarding an actual or threatened termination or revocation of Licensee's FCC license or FCC construction permit for any market in the Licensed Territory. Licensee agrees to notify Licensors in writing within five (5) days after Licensee shall become aware of the commencement of any action, suit or proceeding, and of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which could have a material adverse effect on the operation or financial condition of Licensee's Cellular Telephone Service business.

C. Business Practices

Licensee shall maintain a competent, conscientious, trained staff. Neither Licensors nor Licensee shall engage in any trade practice or other activity which is harmful to the goodwill or reflects unfavorably on the Marks or on the reputation of Licensee or Licensors or Licensee's Cellular Telephone Service business, or which constitutes deceptive or unfair competition, consumer fraud or misrepresentation.

D. Information to Licensors

Upon Licensors' request, subject to the confidentiality requirements described in Section III.C. above, Licensee must promptly furnish to a Survey Company designated by Licensors a complete and accurate customer list of its Cellular Telephone Service subscribers in a format reasonably prescribed by the Licensors, including computerized magnetic media, together with such reasonable information which the Survey Company shall require in connection with the performance of its duties. Licensee hereby gives the Survey Company permission to contact any and all of its subscribers in conducting a customer survey to ascertain the

quality level of Licensee's Cellular Telephone Service and related market research data in accordance with the methodology set forth in Exhibit C, or as Licensor may reasonably deem appropriate. Licensee shall provide Licensor with additional information reasonably requested by Licensor regarding matters such as Licensee's legal status (for example, change in control, affiliated companies, etc.), Licensee's use of the Marks, and other matters which Licensor may reasonably determine are relevant to Licensee's performance under this License Agreement.

V. FEES AND REPORTING

A. Application Fee

Upon execution of this License Agreement, Licensee shall pay to Licensor a nonrefundable application fee of Five Hundred Dollars (\$500.00). If Licensee has been using one or more of the Marks in connection with its Cellular Telephone Service business pursuant to a valid license with SBMS/Licensor and previously paid an initial license fee of \$2,250, then the entire amount of \$2,250 shall be credited to Licensee's account, to be applied first towards the \$500 application fee and the balance towards the initial annual license fee described in Section V.B. below.

B. Annual License Fee

Licensee agrees to pay to Licensor an annual license fee equal to two cents (\$0.02) per person in the Licensed Territory based on the total population of each of the market(s) in the Licensed Territory as determined by the most recent population estimates produced by Donnelly Marketing Company or another independent company selected in good faith by Licensor, with a minimum annual license fee of three thousand dollars (\$3,000.00) per market in the Licensed Territory for the initial year of the license. The annual license fee shall be paid on or before January 31 of each year, for that full calendar year. The first annual license fee shall be paid upon execution of this License Agreement for a full year; the second annual fee shall be paid on or before the next following January 31 and the license fee equal to two cents (\$0.02) per person in the Licensed Territory will be pro rated to reflect the portion of that calendar year covered by the first payment, if any. The annual license fee will not be refunded in whole or in part under any circumstances; provided, however, that upon expiration of this License Agreement at the end of the initial term or any renewal term, Licensor agrees to refund a pro rated portion of the annual license fee reflecting that portion of that year's calendar year remaining after the date of expiration, less any set off for any other fees owing to Licensor. All annual license fees shall be payable in good funds at

Licensor's address specified herein, or at such other address as Licensor shall from time to time designate in writing.

C. Advertising Fees

Upon Licensor's establishment of the Cellular One Promotional Fund described in Section VIII.C. of this License Agreement, Licensee agrees to pay to Licensor an annual advertising fee not to exceed 5.0 cents (\$.05) per person in the Licensed Territory, based upon the population estimates described in Section V.B. above. The annual advertising fee shall be payable in approximately equal, twice yearly, payments, with the first such payment being due on February 15 and the second such payment being due on July 31 in each year during the term of this License Agreement, including any renewal term, in which Licensor shall determine that such advertising fees shall be payable to establish or maintain the Promotional Fund, as contemplated by Section VIII.C. Advertising fees shall not be refundable under any circumstances. Notwithstanding the foregoing, if Licensee can demonstrate to the satisfaction of Licensor that Licensee has less than three hundred thousand (300,000) billable minutes of air time per month in any market in the Licensed Territory, Licensee shall not be obligated to pay any advertising fee with respect to such market until the calendar year following the year in which Licensee shall first obtain, in any single calendar month, three hundred thousand (300,000) billable minutes of air time in such market. For purposes of this Section V.C., Licensor agrees to accept the bona fide report of Licensee's independent auditing firm as appropriate confirmation that Licensee has less than three hundred thousand (300,000) billable minutes of air time per month in any market in the Licensed Territory.

D. Interest on Late Payments

If any payment of the annual license fee or the payment of any advertising fee is overdue, Licensee shall pay Licensor, in addition to the overdue amount, interest on such overdue amount from the date it was due until paid at the rate which is two (2) points above the prime rate published by the Wall Street Journal on the date payment was due, or the maximum rate permitted by applicable law, whichever is less. Entitlement to such interest shall be in addition to any other remedies Licensor may have.

VI. **MARKS**

A. Licensor is the owner of all right, title and interest in and to the Marks.

B. With respect to Licensee's use of the Marks pursuant to this License Agreement, Licensee acknowledges and agrees to the following:

1. Licensee shall use only the Marks designated by Licensor and shall use them only in the manner authorized and permitted by Licensor, and only in accordance with the written and graphic guidelines provided for the correct reproduction, application, and presentation of the Marks. If Licensee is currently using earlier or modified versions of the Marks pursuant to a valid license agreement with Licensor, then the following additional provisions shall be applicable:

(i) all advertising and promotional materials utilized by Licensee for the first time on or after July 1, 1992 shall use only the Marks designated by Licensor;

(ii) by July 1, 1992, Licensee shall cease all use of tag lines, logos and bugs in connection with the Marks in all outdoor or public media (including, without limitation, vehicles, building signs, billboards and shopping mall displays), all print media (including, without limitation, newspaper advertisements, magazine advertisements and listings in yellow pages and other telephone directories), and all broadcast media (including, without limitation, radio and television advertising); provided, however, that Licensee may continue to use previously approved tag lines, logos and bugs in connection with the Marks on business cards, stationery, customer contracts and invoices used for customer purposes (and other purposes expressly authorized by Licensor from time to time in the written graphic guidelines referred to in Section VI.B.1. above) and may permit any authorized agent or similar dealer designations which may be approved from time to time by Licensor; and

(iii) by January 31, 1994, Licensee shall cease all use of earlier or modified versions of the Marks, and shall use only the Marks designated for use by Licensor, except for the limited use permitted by Section VI.B.1.(ii) above.

2. Licensee shall use the Marks only in connection with providing Cellular Telephone Service in the Licensed Territory.

3. Licensee shall identify the Licensor as the registered owner of the Marks in conjunction with the operation of Licensee's Cellular Telephone Service business, including but not limited to the identification of Licensor as such on Licensee's invoices, order forms, receipts and contracts.

4. Except as provided in Section X.C. below, Licensee shall have no right to sublicense the Marks to any other person or entity; except that Licensee may permit authorized dealers or agents of Licensee who market the services provided by Licensee in the conduct of its Cellular Telephone Service business to have limited use of the Marks. Such use by a dealer or agent shall be consistent with Licensee's rights and responsibilities hereunder with respect to the use of the Marks and, in no event, shall any such permitted use exceed or extend beyond Licensee's rights hereunder to use the Marks. Licensee agrees to monitor and be responsible for the use of the Marks by its agents and dealers and to provide or cause to be provided to Licensor, from time to time, such reasonable information concerning the use of the Marks by such dealers and agents to permit Licensor to ascertain Licensee's compliance hereunder.

5. Licensee's right to use the Marks is limited to the uses authorized under this License Agreement.

6. Licensee shall not use the Marks as part of its corporate or other legal name. Licensee shall file and maintain trade name or fictitious name registrations in the appropriate jurisdictions within the Licensed Territory, and shall execute any documents deemed necessary or desirable by Licensor or its counsel to obtain protection for or registration of Licensor's ownership of the Marks or to maintain or defend Licensor's title thereto or their continued validity and enforceability.

7. Licensee shall promptly notify Licensor of any suspected infringement of, or challenge to the validity, registration, or Licensor's ownership of the Marks, which occurs in the Licensed Territory, or elsewhere, should the Licensee become aware. Licensor agrees, at its sole cost and expense, to institute or otherwise defend proceedings as may be appropriate to protect the Marks, including, to the extent necessary, defense of such proceedings following the termination of this License Agreement. In connection with any such proceedings, Licensee agrees to execute any and all documents and to do whatever reasonable acts and things as may, in the opinion of counsel for Licensor, be necessary or advisable to assist Licensor in carrying out the prosecution or defense, and Licensor agrees to reimburse Licensee for all direct costs incurred by Licensee in doing these acts and things, except that Licensee shall bear the salary costs of its employees. Notwithstanding the foregoing, and whether or not Licensor undertakes the prosecution or defense of a legal proceeding relating to one or more of the Marks, Licensor's liability for damages to Licensee for any loss of the use of one or more of the Marks (including any loss resulting from Licensor's loss of title or ownership of the Marks or the rights thereto)

shall be limited to the amount of the application fee plus the annual license fee paid by Licensee under this License Agreement for the year during which such liability is determined in the Licensed Territory.

8. The Marks are valid and serve to identify the Cellular Telephone Service provided by those who are authorized to operate under the Marks. Licensee shall not directly or indirectly contest the validity, registration or Licensor's ownership of the Marks.

9. Licensee's use of the Marks pursuant to this License Agreement does not give Licensee any ownership interest or other interest in or to the Marks, except the license granted in this License Agreement. Any and all goodwill arising from Licensee's use of the Marks shall inure solely and exclusively to the benefit of Licensor, and upon expiration or termination of this License Agreement and the license granted by it, no monetary amount shall be assigned as attributable to any goodwill associated with Licensee's use of the Marks.

10. Licensor has and retains the following rights, among others:

(a) To use the Marks itself, in connection with regional and national advertising, and, subject to the provisions of Section I hereof, with selling products and services both within and outside the Licensed Territory;

(b) To grant licenses for use of the Marks in addition to those licenses already granted to existing licensees of the Marks; and

(c) To use the Marks in any manner reserved for Licensor pursuant to Section I.

11. In the event that any of the Marks, including any trademarks, service marks and design logos adopted after execution of this License Agreement which become Marks, can no longer be used, Licensor reserves the right to provide a substitute mark or design.

VII. CONFIDENTIAL INFORMATION

A. Definition

Any and all information, knowledge, know-how, and techniques which Licensor or Licensee designates as confidential

shall be deemed Confidential Information for purposes of this License Agreement, except:

1. Information which either party can demonstrate was known to it prior to disclosure thereof by the other party; or

2. Information which, at or after the time of disclosure by one party to the other, had become or later becomes a part of the public domain, through publication or communication by others through no fault of the party receiving the information.

B. Prohibitions

Licensors and Licensees each agree that it will use its best efforts, during the term of this License Agreement and for one year following expiration or termination of this License Agreement, to prevent the communication or divulgence, to any other person, partnership, association, corporation or business enterprise of any Confidential Information which may be communicated to it or of which it may be apprised pursuant to this License Agreement. Licensor shall be deemed to have used its best efforts to prevent such communication or divulgence if it has distributed guidelines to its employees in an effort to maintain an information separation between Licensor and the Partnership Partners and their affiliates, and, specifically, it has instructed its employees not to divulge any Confidential Information, including customer information, to the Partnership Partners or their affiliates, and shall have obtained the executed confidentiality agreements referred to in Section VII.C. from those persons designated in such Section. In circumstances where Licensee is in direct competition with one of the Partnership Partners or their affiliates in any one or more of the market(s) in the Licensed Territory, Licensor will instruct its employees that no information regarding Licensee's Cellular Telephone Service business in that market should be disclosed to that Partnership Partner or its affiliates. The parties agree that statistical performance information regarding all licensees of the Marks which does not identify individual markets may be reported to the Partnership Partners and their affiliates and shall not be considered Confidential Information. Notwithstanding the foregoing, either party to this License Agreement and the Partnership Partners and their affiliates may disclose any Confidential Information which any such party may be legally required to disclose to a government agency or in the context of litigation or arbitration.

C. Licensor Confidentiality Agreements

Licensor will execute, and will cause its employees, agents and representatives, who are reasonably expected to have

access to Confidential Information of Licensee to execute, an appropriate confidentiality agreement, which shall provide that any Confidential Information of Licensee made available to Licensor, Licensor's employees, agents or representatives, pursuant to this License Agreement, will be kept confidential by all such persons.

D. Consequences of Breach

Licensor and Licensee each acknowledges that any failure to comply with this Section VII will cause the other party irreparable injury, and each party agrees to pay all court costs and reasonable attorneys' fees incurred by the other party in obtaining specific performance of, or an injunction against violation of, this Section VII.

VIII. ADVERTISING

Recognizing the value of advertising and the importance of the standardization of advertising programs to the furtherance of the goodwill and public image of the Marks, the parties agree as follows:

A. Licensee's Advertising

All advertising and promotion by Licensee in any manner or medium must be conducted in a dignified manner and must conform to the written and graphic guidelines specified by Licensor. Licensee shall display the Marks in the manner prescribed by Licensor on all signs and all other advertising and promotional materials used in connection with Licensee's Cellular Telephone Service business. If requested by Licensor, Licensee at its own expense shall promptly provide to Licensor photocopies of all print advertisements and promotional materials and audio/video cassettes of radio/television advertising using the Marks which Licensee has used at any time during the six months preceding Licensor's request.

B. Materials Provided by Licensor

Licensor may provide from time to time, in its sole discretion, advertising and promotional plans and materials, including without limitation, newspaper mats, television and radio tapes, promotional brochures and sales aids. Licensee may use all or any of these materials in its sole discretion.

C. Cellular One Promotional Fund

Licensee agrees that Licensor shall have the right, in its sole discretion, to establish a fund for national and/or regional advertising and promotional programs and activities (the "Cellular One Promotional Fund" or the "Fund") for licensees of the Marks and to determine, subject to the maximum limits provided in Section V.C., the amount of contributions to be made by Licensee with respect thereto for any year or years during the term hereof, including any renewal term, commencing on or after January 1, 1993. Upon establishment of the Cellular One Promotional Fund, Licensee agrees to make contributions as required hereunder and under Section V.C. hereof, and agrees that the Fund is to be maintained and administered by Licensor or its designee as follows:

1. Licensor or its designee shall direct all advertising and/or promotional programs with sole discretion over the concepts, materials, and media used in such programs and the placement and allocation thereof. Licensee agrees and acknowledges that the Cellular One Promotional Fund is intended to maximize general public recognition, acceptance, and use of the Marks for the benefit of all licensees of the Marks, and that Licensor or its designee are not obligated, in administering the Fund, to undertake expenditures for Licensee which are equivalent or proportionate to Licensee's contribution, or to ensure that any particular licensee benefits directly or pro rata from expenditures by the Fund. Notwithstanding the foregoing, Licensor agrees that approximately twenty percent (20%) of the advertising fees paid by Licensee with respect to any market in the Licensed Territory which receives a customer survey satisfaction rating (determined pursuant to Section III.C. hereof) of more than 90% for two (2) consecutive annual survey periods shall be spent in such market solely to promote the Marks, utilizing, in each case, the advertising materials developed by Licensor. The special allocation of advertising fees contemplated by this paragraph shall be based upon the amount of fees paid for the year in which the second consecutive required customer survey rating is achieved, but will generally be expended or allocated during the following year. Any advertising fees which are to be specially allocated pursuant to the provisions of this Section VIII.C.1. and which are not expended during the year following the year in which such fees become subject to the special allocation provisions of this Section VIII.C.1. shall not be used or otherwise made available for any special allocation in the future.

2. The Cellular One Promotional Fund, all contributions thereto, and any interest earnings thereon, shall be used for the purpose of meeting any and all costs of administering, researching, directing, and preparing advertising

and/or promotional activities including the cost of preparing and conducting television, radio, magazine, and newspaper advertising campaigns; direct mail and outdoor billboard advertising; marketing surveys and other public relations activities; use of advertising agencies to assist therein; promotional brochures and other marketing materials for licensees of the Marks; and indirect costs associated with the implementation of advertising programs, such as equipment costs and similar costs relating to special national or regional programs or other similar programs contemplated by Section III.F. All reasonable costs incurred by Licensor or charged to Licensor by third parties for the production and dissemination of such advertising and promotional materials may be charged to the Fund.

3. Each of Licensor's company-owned Cellular Telephone Service businesses operating under the Marks, if any, and each Cellular Telephone Service business operating under the Marks owned by a Partnership Partner or its affiliate, if any, will be required to make contributions to the Cellular One Promotional Fund on the same basis as assessments required of other licensees of the Marks.

4. Licensee shall contribute to the Cellular One Promotional Fund by separate check made payable to the Fund. All sums paid by licensees of the Marks to the Fund shall be maintained in an account separate from the other monies of Licensor and shall not be used to defray any of Licensor's administrative expenses, except for such reasonable administrative costs and overhead as Licensor may incur in activities reasonably related to the administration or direction of the Fund and advertising programs for licensees of the Marks. Except as set forth in this Section VIII.C., the Fund and any incidental earnings shall not otherwise inure to the benefit of Licensor. Licensor or its designee shall maintain separate bookkeeping accounts for the Fund.

5. It is anticipated that all Licensee contributions to, and incidental interest earned by, the Cellular One Promotional Fund shall be expended for advertising and/or promotional purposes during the taxable year within which the contributions and earnings are received. If, however, excess amounts remain in the Fund at the end of such taxable year, all expenditures in the following taxable year(s) shall be made first out of accumulated interest earnings from previous years, next out of interest earnings in the current year, and finally from contributions.

6. The Cellular One Promotional Fund is not and shall not be an asset of Licensor or its designee. A statement of the operations of the Fund as shown on the books of the Fund shall

be prepared annually by an independent certified public accountant selected by Licensor and shall be made available to Licensee upon written request.

7. Although the Fund is intended to be of perpetual duration, Licensor maintains the right to terminate the Fund. The Fund shall not be terminated, however, until all monies in the Fund have been expended for advertising and/or promotional purposes or returned to contributors on the basis of their respective contributions.

D. Price Discretion

Licensee shall have the right to sell its products and offer services at any price Licensee may determine, and shall in no way be bound by any price which may be recommended or suggested by Licensor.

IX. INSURANCE

A. Requirement

Licensee shall promptly procure, and shall maintain in full force and effect at all times during the term of this License Agreement, at Licensee's expense, an insurance policy or policies protecting Licensee, Licensor, and the Partnership Partners, and their respective affiliates, officers, directors, shareholders, and employees, against any demand or claim with respect to personal injury, death, or property damage, or any loss, liability, or expense whatsoever arising or occurring upon or in connection with Licensee's Cellular Telephone Service business. Licensor and the Partnership Partners, and their respective officers, directors, shareholders, and employees, shall be named additional insureds in each such policy.

B. Minimum Coverage

The policy or policies shall be written by an insurance company with an Alfred M. Best rating of A or A+, or such other insurance company as Licensor may reasonably approve, and shall include, at a minimum, such coverages and policy limits as may reasonably be specified by Licensor from time to time, which coverages may include, without limitation, comprehensive general liability insurance, including personal injury, as well as comprehensive automobile liability coverage for both owned and non-owned vehicles, and property damage liability coverage, naming Licensor and the Partnership Partners, and their respective officers, directors, shareholders and employees, as additional insureds in each such policy or policies. Until such time as

Licensor shall in good faith determine that economic or other circumstances affecting the Cellular One license program require increased insurance coverage, the following minimum insurance requirements shall be applicable.

1. General liability: \$1,000,000 per occurrence or \$2,000,000 in the aggregate;
2. Personal liability: \$1,000,000;
3. Property damage: \$1,000,000;
4. Automobile liability: \$1,000,000 per occurrence for owned and operated vehicles;
5. Workers' compensation/Employers' liability: \$500,000 policy limit;
6. Disease: \$500,000; and
7. Accident: \$500,000

C. Certificates of Insurance

Within 30 days after this License Agreement is executed, and thereafter at least 30 days prior to the expiration of any such policy, Licensee shall deliver to Licensor Certificates of Insurance evidencing the proper coverage with limits not less than those required hereunder. All Certificates shall expressly provide that not less than 30 days' prior written notice shall be given Licensor in the event of material alteration to, or cancellation of, the coverages evidenced by such Certificates.

X. TRANSFER OF INTEREST

A. Transfer by Licensor

Licensor shall have the right to transfer or assign all or any part of its rights or obligations herein to any person or legal entity. If Licensor's assignee assumes all of the obligations of Licensor under this License Agreement and sends written notice of the assignment so attesting, Licensee shall promptly execute a general release of Licensor, and any subsidiaries, partners and affiliates of Licensor, from claims against or liabilities of Licensor or such subsidiaries, partners or affiliates of Licensor arising under this License Agreement.

B. Transfer and Pledge by Licensee

Except as hereinafter provided, Licensee may not assign or transfer any of its rights under this License Agreement. Licensee may transfer its rights under this License Agreement in connection with a transfer of its Cellular Telephone Service business for one or more of the market(s) in the Licensed Territory to an affiliate transferee in a pro forma assignment as recognized by FCC regulations currently at 47 CFR § 22.39. If Licensee desires in the Licensed Territory (i) to sell its Cellular Telephone Service business for one or more markets and assign its rights under this License Agreement with respect to such market(s) other than in connection with such a pro forma assignment, or (ii) to pledge or assign its rights under this License Agreement to a financial institution or other party in connection with a financing transaction involving Licensee, Licensee shall notify Licensors in writing, and Licensee shall be entitled to transfer, assign, or pledge its rights under this License Agreement, as the case may be, provided:

1. Licensee shall not be in default under this License Agreement.

2. The transferee shall enter into a written assignment, in a form satisfactory to Licensors, assuming and agreeing to comply with this License Agreement (except that in the case of a pledge or collateral assignment to a financial institution referred to in Section X.B.(ii), such pledge or collateral assignment need only be made subject to all of the terms and conditions of this License Agreement).

3. Licensee shall remain liable for all of the obligations to Licensors under this License Agreement prior to the effective date of transfer and shall execute any and all instruments reasonably requested by Licensors to evidence such liability.

4. Where Licensee provides Cellular Telephone Service in more than one market and the transfer involves market(s) comprising less than all of the markets in the Licensed Territory, the transferee shall enter into Licensors' then current form of license agreement for the market(s) being transferred. This License Agreement shall remain in full force and effect with respect to Licensee's remaining market(s), if any, following the transfer.

5. The transferee shall pay Licensors any transfer fees or charges then being charged generally by Licensors to transferees of licenses to use the Marks.

C. Right to Add Affiliate as Party

If Licensee desires, in the Licensed Territory, to authorize an affiliate (which for purposes hereof shall be an entity controlled by, under common control with or controlling the Licensee) to use the Marks in connection with the separation of Licensee's wholesale and retail operations or to take advantage of tariff differentials affecting Licensee and its affiliates, Licensee shall notify Licensors and Licensee shall be entitled to add its affiliate as a party to this Agreement, provided:

1. Licensee shall not be in default under this License Agreement.

2. Licensee's affiliate enters into a written amendment to this License Agreement in which the affiliate agrees to be bound by all of the terms and conditions of the License Agreement and to be subject to all of the rights and obligations of the Licensee under the License Agreement, arising on or after the date of the amendment.

II. DEFAULT AND TERMINATION

A. Termination by Licensee

Licensee shall have the right to terminate this License Agreement without cause at any time upon at least one hundred twenty (120) days advance written notice to Licensors.

B. Termination by Licensors -- Without Notice

Licensee shall be deemed to be in default under this License Agreement, and all rights granted herein shall automatically terminate without notice to Licensee, if Licensee becomes insolvent or makes a general assignment for the benefit of creditors; or if a petition in bankruptcy is filed by Licensee or against Licensee and not opposed by Licensee; or if Licensee is adjudicated as bankrupt or insolvent; or if a bill in equity or other proceeding for the appointment of a receiver of Licensee or other custodian for Licensee's business or assets is filed and consented to by Licensee; or if a receiver or other permanent or temporary custodian of Licensee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under any state or federal law should be instituted by Licensee or against Licensee and not actively opposed by Licensee; or if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless supersedeas bond is filed); or if Licensee is dissolved except where the Licensee is a limited partnership and, promptly